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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made by JCD Inc., having a business address at 2417 Lancaster Avenue, Wilmington, Delaware 19805 ("Client") and Sherwin-Williams Automotive Finishes Corp., having a business address at 4400 Warrensville Center Road, Warrensville Hts., Ohio, 44128 ("SW")

WHEREAS, in connection with SW's interest in pursuing a possible business transaction with Client, it will be necessary for SW to disclose certain information to Client, which information is considered confidential and proprietary by SW

WHEREAS, for purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, information concerning the business of SW and information relating to SW's business, technical strategic and marketing plans, such as financial reports, projections, production figures, capacities, detailed technical information on products and processes, business and financial information, contracts, supply arrangements, inventories, customers, sales volumes and such other business and technical information which may be disclosed by SW to Client

NOW THEREFORE, in consideration of the foregoing, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Client shall not disclose the fact that discussions are occurring between SW and Client, or the terms and condition of any contractual or other arrangement offered by SW or entered into by SW and Client in connection with such discussions. Client shall maintain the Confidential Information in strict confidence. Client shall limit disclosure of the Confidential Information to those employees and agents of Client to whom disclosure is necessary. Upon request, SW may require Client to return or destroy any and all documents which contain or were derived from Confidential Information.

This writing constitutes the entire agreement between the parties concerning the subject matter. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. This Agreement is to take effect as an Agreement made in the City of Cleveland, State of Ohio, and is to be enforced and construed according to the laws of the State of Ohio. The parties hereby agree to submit any dispute under this Agreement to the jurisdiction of the courts of the State of Ohio or the Federal Courts located in the Northern District of Ohio.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Confidentiality Agreement as of the date written below

Sherwin-Williams Automotive Finishes Corp.

JCD Inc.

By Ken Lando

By Christopher J. Canty

Title Direct Credit Manager

Title PRES

Date March 14, 2003